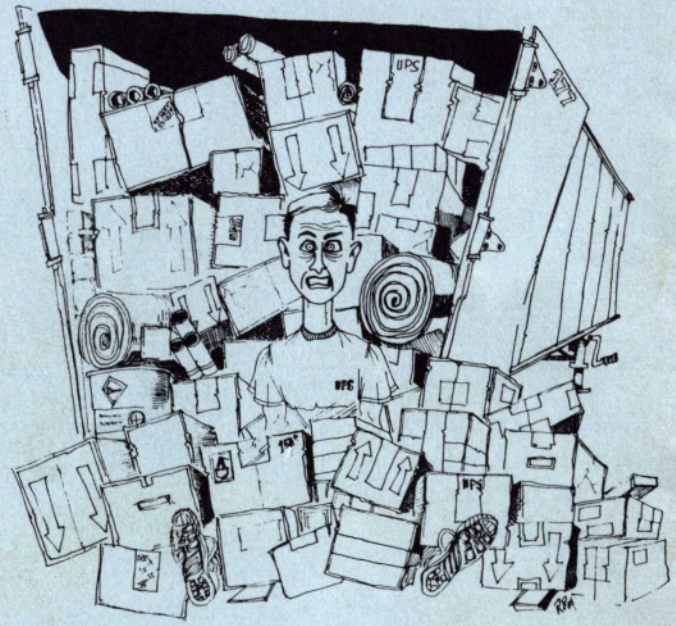

PART—TIMERS
SURVIVAL GUIDE

COMPILED BY
TEAMSTER STEWARDS AND MEMBERS WORKING AT UNITED PARCEL SERVICE IN CONCORD, SAN RAMON AND RICHMOND.

PLEASE READ THIS

We have done our best to give you useful and accurate information concerning your rights and benefits. But please be aware that labor agreements and management policy are constantly changing and are subject to differing interpretations. You have the responsibility to check all material you read here before relying on it. Of necessity, neither Teamsters Local 315 nor the authors make any guarantees concerning the information in this book or the use to which it is put.

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YOUR BENEFITS

YOUR TEAMSTER NEGOTIATED BENEFITS — All of the benefits listed below are negotiated benefits, obtained through contract bargaining between the Teamsters and UPS.

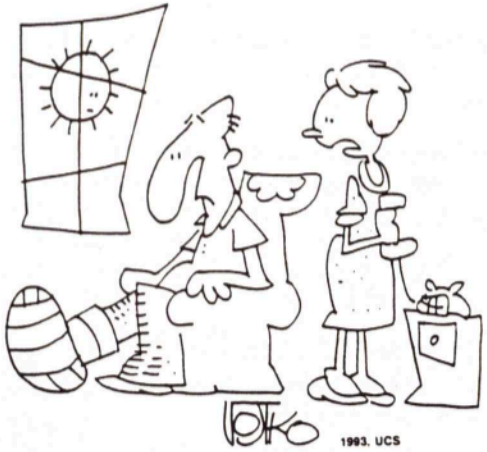
REPRESENTATION — As a member of a Teamsters bargaining unit you are entitled to representation from your Union. A business agent is assigned to UPS to handle grievances, disciplinary hearings, and all related labor issues. Your business agent will also aid you in obtaining information on health and welfare, workers' compensation, state disability, unemployment benefits and other benefit programs.

JOB STEWARDS — Job stewards are assigned to each shift. They are experienced workers who have completed union counselor and job steward training classes sponsored by the Teamsters Union. They attend monthly union meetings held for UPS stewards. Your first link with the Union at the workplace should be the job steward in your center. In the event you are called into the office for any kind of discipline or warning from management, you are entitled, under the law, to representation by your job steward.

TAP — The Teamsters Assistance Program is administered and staffed by Teamsters Joint Council 7 to aid all members with drug and alcohol problems. Both in-patient and out-patient services as well as after-care programs are available. Contact your local union for information.

MEDICAL, DENTAL, VISION, ORTHO, DRUG AND WEEKLY DISABILITY COVERAGE — Part-time workers must work at least 60 hours per month to be eligible for coverage. No co-payment required from workers, premium paid by employer, in excess of $450.00 per month for health benefits.

HEALTH AND WELFARE — After three months of employment (60 hours each month for part-timers, 80 hours for full-timers) you will be covered at the beginning of the fourth month. You must designate your choice of Kaiser, Bridgehead or Teamster Benefit Trust immediately after becoming employed. Call 228-2246 for further information regarding health and welfare benefits.



"The insurance company won't cover your kicking a vending machine at work as a work-related accident."

When you volunteer to punch out early or not work your shift, you may be giving up your health and welfare benefit for the next month unless you work the hours necessary to qualify for these benefits.

If you are a transfer from another Teamster Local and were covered by their health plan, you will be covered under Local 315's Plan after your first month of 60 hours' work (80 hours' for full time).

WESTERN CONFERENCE OF TEAMSTERS PENSION PLAN — Five-year vesting, contributions made by employer for hours worked. Pension includes a survivor benefit, disability benefits, death benefits and life-time pension benefits.

WESTERN CONFERENCE OF TEAMSTERS LEGAL SERVICE PLAN — Provides lawyers for legal matters for all Teamsters.

TEAMSTERS PACIFIC COAST BENEFIT PLAN — A savings plan funded by employer contributions based on hours worked by workers; available upon termination from UPS. In addition to the above **Union negotiated** benefits, UPS offers to all workers a 401K plan and a thrift plan with excellent interest rates.

CAREER OPPORTUNITIES — Advancement to management is available to those workers expressing interest in a management career at UPS.

STABILITY — UPS is a privately held company owned by management with profits in 1993 of $810,000,000. It is a secure, growing company with innovative business techniques and an excellent public image. The average UPS employee is intelligent, motivated, physically fit, and takes pride in his or her appearance and job performance.

MISCELLANEOUS RIGHTS — You have the right to sign up for full-time driving jobs at UPS and be considered if you meet all of the qualifications; 21 years of age, a good driving record and six months of employment with the company.

You have the right to sign up to change shifts within your hub after six months of employment, although you will be required to stay on the new shift for six months.

You have the rights to benefits; vacation; sick leave; holidays; floating holidays; funeral leave; military leave; jury duty; maternity leave and all additional benefits that you qualify for.

JOINING THE UNION

JOINING THE UNION — At the company orientation you should have signed a dues check off authorization form. If you signed this form the union dues and initiation payments will be automatically deducted from your weekly paycheck. If you did not sign the form, you will owe all of your initiation fees in full, 30 days after obtaining seniority. Check your pay stubs for deductions. Call Teamsters Local 315 at (510) 228-2246 if no dues are being deducted after you have obtained seniority with UPS and you will be furnished the necessary information. It is your responsibility to make application to join the union. Failure to do so may result in your termination from employment with UPS.

Initiation deduction for part timers is $25.00 per week. The total payment is $300.00 initiation plus monthly dues. Deductions for the initiation fee will automatically stop when that amount is reached.

After a full payment of your initiation you will be notified by postcard to attend an orientation and initiation meeting at Teamsters Local 315.

Yearly strike benefit fee of $24.00 is due by March 31 of each year and will be deducted from your paycheck if you are on dues check off.

If you fail to join the Union you may be removed from employment, so make sure deductions are coming out of your check for **initiation** and **dues.**

AS A MEMBER — You are entitled to use the hiring hall at Teamsters Local 315 for job-referral on a daily basis if you wish to do so. Contact your business agent for information regarding the dispatch hall and job availability.

WITHDRAWAL — If you leave employment at UPS contact the Union immediately as you are entitled to an honorable withdrawal card which will enable you to rejoin this Teamster Local as well as any other Teamster Union in the U.S. and Canada without paying an additional initiation fee.

During your employment you may have accrued monies you are entitled to upon termination, resignation or death.

Contact the following agencies to determine what you have earned.

"I want to thank brother Henry for his membership drive slogan suggestion, 'Join or Else.'"

PLAN:	ADDRESS	TELEPHONE NUMBER
WCT Pension Trust	1400 Fashion Is. Blvd., Suite 400 San Mateo, CA 94404-2071	(800) 632-4640
Pacific Coast Benefits Trust	2323 East Lake Ave., E Seattle, WA 98102	(206) 726-3266
Teamsters-UPS National Tax Deferred Savings Plan	State Street Bank & Trust Company Boston, Mass.	(800) 537-0189
UPS Thrift Plan	UPS Personnel Office	(510) 633-3990

WHAT IS A STEWARD?

WHAT IS A STEWARD? — Job stewards are appointed or elected and legally represent Teamsters Local 315. Their job is to educate you and communicate to you what Teamsters Local 315 is doing for you. They are **not** part of the UPS management team, they work as hourly employees, just like you, and perform the same kind of labor you do. They are concerned about your on the job safety, how you are treated by your supervisor and that the contract is not being violated. They try to be fair and impartial. They are concerned about everyone on your shift, from the 20-year employee to the 12 day employee and they try to treat everyone equally. If you are facing a reprimand from your supervisor you have the right to have your shop steward represent you, as they may be able to improve your situation and be able to give you some pointers that might help you avoid future reprimands. If you feel something is not right in your work situation, you must let your shop steward

know so they may seek a remedy. Each steward is familiar with the contract and will continue to try to educate you and your supervisor regarding your contractual rights.

THE RIGHT TO REPRESENTATION

THE RIGHT TO REPRESENTATION — The Union steward and business agents represent you much like a lawyer represents a client. You are entitled to Union representation during any investigatory interview which you reasonably believe may result in your discipline.

Statements should not be made or signed at the request of management without the presence of a shop steward or business agent. This could be in regards to you or any others employees work performance.

*"Sorry, but if I let you go home, I'd have to do the same for **any** employee who had a heart attack."*

During **any dispute** with management **always** ask for a Union shop steward from your local, or another local, if your shop steward is not available to represent you. If you were denied this right you can refuse to discuss any issue that could result in disciplinary action.

You cannot be dismissed or disciplined for requesting Union representation.

Any time a supervisor asks to speak with you and about a grievance or disciplinary problem:

1. Remain on the clock.
2. Ask for a shop steward.
3. Consult with your shop steward before any investigatory interview (it is your right and in your best interest).
4. Always assume any discussion could become part of your permanent record.
5. If a member wants to meet without a steward present he or she must sign a written waiver provided by the company.

VACATIONS

PART-TIMERS VACATIONS — Employees need one (1) year of service to be eligible for vacation.

Paid vacation shall be prorated upon actual hours worked in the previous calendar month, but no less than 22.50 hours per vacation week at regular working rate.

Employees on the vacation period list shall receive their vacation check the week prior to vacation time.

Vacation selection on a seniority basis shall occur in the month of March. You are entitled to five working days to

select your vacation. You do not have to select your floating holidays at this time, (see holidays). Normal seniority vacation period spans the months April 1 to September 31.

Vacation time mutually agreed to by employee and employer can be taken in the months spanning October 1 through March 31.

All vacations must be taken except the optional week which may be cashed out.

- One (1) year and less than three (3) years of service: two (2) weeks (10 working days).
- Three (3) years of service: three (3) weeks (15 working days and optional week*).
- Ten (10) years of service or more, regardless of anniversary date: four (4) weeks (20 working days and optional week*).

*Optional vacation week: five (5) working days - 20 hours regular rate.

Note: "Working days" means actual day(s) of operation by UPS. If your vacation week(s) falls on a week(s) of a UPS holiday, you are entitled to take the prior Friday or following Monday off. You must let your supervisor know your intentions upon selection of vacation times. The idea here is that holidays do not count as vacation days.

PAYROLL PROBLEMS — It is inevitable you will have payroll problems during your employment with UPS. These are your rights:

On a regular paycheck if an error is more than 15 dollars, it **must** be corrected the following day.

If you do not receive your vacation on your last scheduled

workday, UPS must make all reasonable efforts to provide the check the following day, including delivery by Saturday or Next Day Air.

"That's our mystery deduction.
Nobody's figured out that one yet."

HOLIDAYS, LEAVE-OF-ABSENCE

PART-TIMER'S HOLIDAYS

1. Employees must be working for **13 days** in the calendar month to be eligible for holiday pay.
2. Holidays are as follows:

New Years Day	Christmas Day
Memorial Day	Employees Birthday and the day after
Fourth of July	
Labor Day	New Years Eve
Floating Holidays (2)	Thanksgiving Day and the day after

3. Holiday pay is prorated upon actual hours worked during the previous calendar month but not less than four (4) hours at the regular rate.

An employee **may choose any day** of his/her preference for their floating holidays by giving the Employer at least ten (10) calendar days written notice prior to the day chosen. The Company shall grant the employee the day of his/her choice, provided that no more than five percent (5%) of their shift has been granted the requested day, and in such event, seniority will be the governing factor. You will **not** lose your floaters if you don't take them off in the current calendar year.

If any holiday falls on a Sunday, you're entitled to have the following Monday off.

LEAVE OF ABSENCE — If you would like a leave of absence, you must receive written permission from both the Union and the Company. Maximum leave of absence is ninety (90) days and may be extended for like days. You cannot take a leave of absence for other employment.

You are entitled to be granted unpaid time off in an emergency situation involving illness or accident of a member of your immediate family up to fifteen (15) days. Upon calling in state that you have a "family emergency".

Under the Family Medical Leave Act you may also be entitled up to six (6) weeks of unpaid leave.

Funeral Leave: You are entitled to no more than four (4) paid days of funeral leave for the death of an immediate family member. You are also entitled to an additional

unpaid day for travel if necessary.

See your shop steward in regard to maternity, paternity, family and medical leave.

PART-TIME WAGES, COST-OF-LIVING

PART-TIME WAGES — See contract.

SICK LEAVE, CALLING IN SICK

PART TIMERS SICK LEAVE — Regular part time employees shall receive sick leave prorated upon actual hours worked in the previous calendar month but shall in no event be less than nine (9) four-hour days of sick leave each year **after six (6) months** of continuous service with the Company.

Part time employees shall not be eligible for paid sick leave if the absence from work occurs during their school examination periods.

Unused sick leave may be cashed out once a year. You can accumulate up to thirty (30) days of sick leave. Sick days are granted each year on July 1.

The purpose of sick leave is for you to be able to stay home when you are injured or ill without loss of pay. You cannot be terminated (contrary to what you may be told by misinformed supervisors) for taking sick leave for a bona fide illness or injury.

However, if you are repeatedly late for work and have excessive time off, such as Mondays, Fridays and days around holidays, you may be subject to discipline if your

absentee record is poor. Also, the company cannot fire you or discipline you for workers compensation injuries or time off the job during a workers compensation illness or injury if a doctor orders you not to work.

CALLING IN SICK — If for whatever reason you are unable to come to work and need to call in sick, there are only three things you need to say when you are on the telephone with management.

1. Your name.
2. I'm sick and won't be in for my shift today.
3. Goodbye (optional).

****Be sure to call in sick at least one (1) hour before your scheduled start time.**

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"Now, what's this nonsense about a toxic work environment?"

Sometimes the person you're talking with will tell you to call back because they are not your immediate supervisor. Explain who you are, that you won't be in because you are sick, then get the name of the person you are speaking with (for reference later if needed), then ask them to give the message to your supervisor. You do not have to call back.

Sometimes management will try to make you feel guilty for being sick and ask you to come in anyway. If you're not feeling well, don't let them talk you into coming into work. Your health is more important. If they want to know what is wrong with you, all you have to say is, "I'm sick."

Your best bet is not to get stuck on the telephone longer than necessary.

If no one answers the telephone, write down the phone number you dialed and the time you called.

Shift Phone Number _____
Optional Phone Number
To Call _____

KEEPING TRACK OF HOURS, BREAKS

KEEPING TRACK OF HOURS — Always keep a daily record of your time for your own use, as eventually you may have to prove that payroll has made an error on your paycheck. Punch in and out on a separate piece of paper for your own records.

BREAK TIME — By labor law and your contract, you are entitled to a 15 minute break after 3.75 hours or work and after 6 hours of work. If you waive that right, you must be paid for your break time.

OVERTIME — If your guaranteed shift is three hours, you will receive overtime pay, at 1-1/2 times your hourly rate after five hours of work. If your guaranteed shift is four hours, you will receive overtime after six hours of work (except Utility and Air Drivers).

COMBINATION WORK — If you work more than one job classification during the day, you are entitled to the higher rate of pay for the entire day (except Utility and Air Drivers).

THE GRIEVANCE

THE GRIEVANCE — Always attempt to settle a problem with management verbally before filing a grievance. The problem may be a misunderstanding on either parties part. If you cannot solve the problem by talking to your supervisor follow the guidelines listed below:

What is a grievance? A grievance is any unjust act, practice or condition which management has the power to correct. It may be a violation of the contract, a violation of state or federal laws or a violation of long standing work practice.

What is the grievance form? It is a form to spell out in **specific terms,** a problem which has or is occuring. It is a formal way to register a complaint and let management know about a problem and to aid in getting the problem resolved in writing.

Anyone can complete a grievance form. It is not and should not be restricted to a shop steward or union representatives. Blank grievance forms are available at work, in a "Union File", from a shop steward and from your business agent.

HOW DO YOU WRITE A GRIEVANCE:

1. Get all the facts after doing a thorough investigation of the problem. This must include the five W's: Who, What, Where, When and Why. Also, get statements from witnesses. Include times you tried to remedy the situation with management.
2. Ask your steward for assistance if you wish. The steward is there to help you.
3. Research the contract to find out what section has been violated.
4. Write in clear, concise words on the grievance form the basic facts about what happened, explaining what management did or didn't do.

"You once worked for me? Let's skip the shave then!"

5. Specify what remedy is sought.
6. If it is an ongoing grievance, keep detailed records.

The procedure after the form is complete:

1. Have a meeting with management, grievant and steward.
2. If not resolved at that time it goes to the union business agent who schedules another meeting.
3. If the matter is still not resolved the matter may go to a grievance panel or arbitration.

Sometimes a grievance needs to be written just so that there is a record of a problem that needs to be resolved. The grievance form serves as documentation in case the problem reappears.

Timeliness is essential. Write down any information as soon as possible so you won't forget. The time limit for filing a grievance is 45 days.

Filing a grievance **does not** effect or interfere with your requests to move to a higher paid position or becoming a full-time driver.

If you file a grievance, you are protected from harassment or intimidation from management by the National Labor Relations Act.

Keep in mind, most often, contract violations are the subject of grievances, however a grievance is not confined to this alone. It can be about any problem that you feel needs to be dealt with, including disciplinary matters. Sometimes it may involve more than one person or the entire shift.

SUPERVISORS WORKING

SUPERVISORS WORKING — Supervisors are prohibited from performing any union work that a Teamster would get paid to do. If a supervisor does union work, that supervisor in reality is displacing a union member from the work force.

Supervisors are not permitted to handle packages, drive company vehicles, to deliver or move packages, use scanners, or perform any other duties we are paid to do.

Setting up your work area is not a supervisors job, if your work area is set up for you, notify the supervisor that he/she is doing union work.

"I think the employees are wise to my hidden cameras."

If you need help with heavy packages or items that are referred to as "irregs" ask for help, but don't let it be a supervisor, it **must** be another union employee.

If you believe a supervisor is doing your work or someone else's, politely ask that supervisor why? If the reason is unsatisfactory, check with your shop steward. If your shop steward cannot correct the situation for you it may be time to write a grievance.

A grievance may accomplish four things; 1) you get paid for the time the supervisor worked, 2) stop the supervisor from working, 3) prevent the supervisor from doing it again, 4) create another a job.

If you file a grievance, and it is a valid grievance against a supervisor doing union work, you are entitled to the pay for the time that the supervisor worked. If the supervisor worked for less than two hours you will be paid the actual time the work was performed. If the supervisor worked for more than two hours, you will be paid four hours or the actual hours worked, which ever is greater. It is financially advantageous for you to file the grievance whenever you see a supervisor handling packages for whatever reason. If more than one person files a grievance on the same violation and pay is awarded, the person with the most seniority will receive the grievance pay.

Note: A supervisor will always have a reason as to why they are doing the job at that time, but beware no matter what their reasoning is or how valid it sounds their excuse most likely is unacceptable to the terms of the contract that was agreed to by the company and the Union.

PREFERRED JOBS

You have the right to preferred jobs based on your seniority date and the right to sign up for jobs on the preferred job list. The preferred jobs are as follows:

Re-Wrap and Damage	High Volume Pick Off
Irregular Cart	Small Sort Bagger
Bad Address	Hooper
Tower	De-Bagger and Dumper
Auditor	Scanner
Small Sort-Sorter	Acceptance Auditor
Air Recovery Trailer	Haz-Mat Responder

FAILURE TO FOLLOW INSTRUCTIONS

FAILURE TO FOLLOW INSTRUCTIONS (GROSS INSUBORDINATION) — Failure to follow instructions and gross insubordination are very serious subjects, and if a supervisor wants to follow through, they can lead to being fired. Behavior perceived as gross insubordination is one of the few reasons you can be removed from the job the instant it happens. When a supervisor tells a worker to do something, and a worker refuses, the refusal will seem as either failure to follow instructions or gross insubordination, depending on the situation. There may be a time when a supervisor tells you to do a task that you think is not part of your job description. Never say, "no, I will not do it," to the supervisor. If you don't agree with what management is telling you to do, handle it the proper way. Do the task and then go through the grievance procedure.

If you are asked to do something that is a safety hazard try to reason with your supervisor and tell him it is not safe. If he is demanding that you still do this task and it is not **life threatening,** do what he says and then go to your shop steward and a grievance will be filed on your behalf.

There is one method you can use when being told to do a job that is not part of your job or not safe. When a supervisor asks you to do this task, ask him to put it in writing. Do the job and then you have proof, that you were told to do this certain job.

YOUR OBLIGATION TO THE COMPANY

YOUR OBLIGATION TO UNITED PARCEL SERVICE: In addition to the labor contract, you are protected under state and federal wage laws that apply to the workplace — laws that cover wage payments, break times and safety rules.

If you follow instructions and maintain an adequate attendance record you will continue to be employed by UPS as a part-timer with an opportunity to advance within the Company.

But, if you fail to maintain good attendance by being consistently late for work, not calling in and not showing up for work you will be subject to suspension without pay and eventually discharged from employment.

Neither the labor agreement nor your Union representative can prevent you from eventual disciplinary action by UPS if you fail to come to work when you are able to on a consistent basis.

Along with school, other jobs and your social life, getting up to go to UPS every day has to be a top priority or you will have difficulty keeping this job. It's very physical and fast-paced and you will need your rest to be able to do the job safely every day.

HARASSMENT AND PRODUCTION

HARASSMENT AND PRODUCTION — "You suck", "Your lame", "What's wrong", "Why are you going so slow", Hurry up!", "My Grandmother can work faster than you!", "You do as instructed or else!".

How many of you have heard at least one of these quotes before? How many of you knew that this is a form of harassment? You have rights against this kind of treatment. Usually it can be worked out between you and the supervisor, but if the supervisor continues to act unprofessionally, speak with your shop steward so she/he can see to it that this kind of treatment stops. **We're all adults working at UPS and expect to be treated like adults; with respect.** If need be, a grievance can and will be filed.

Harassment includes shouting, swearing, and physical intimidation, such as standing over you or very close to you while you are trying to work; not allowing you to go to the bathroom, timing your work with a stop watch, threatening to fire you for calling in sick, refusing to grant you time off you are entitled to under the contract and other acts of coercion.

Every person who comes to UPS to work has different expectations. As varied as the expectations, are the individual abilities. Do not allow a supervisor or any other fellow employee try to manipulate you into working in an unsafe manner. Explain that you "are working at the best of your abilities." Always write down your supervisor's verbal abuses immediately after the shift is completed. A witness and documentation of your supervisors actions is the best proof of harassment. If your supervisor does not give you the respect you deserve, bring this to the attention of your shop steward.

MAR — Minimum Acceptable Requirements are frequently used by management to get employees to perform their jobs at UPS' desired speed, but the Contract does not state that employees have to meet MAR standards to keep their jobs. Management may threaten you with your job if you don't meet UPS MAR. Work to the best of your ability following the methods and you will be protected by the Union Agreement.

The Contract says...

ARTICLE 37 — MANAGEMENT-EMPLOYEE RELATIONS. The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the Company's interest. **It is understood that the Employer shall not overly supervise or unfairly coerce employees in the performance of their duties.**

WORKING OFF THE CLOCK

WORKING OFF THE CLOCK — Working prior to your start time or after you have punched out is a violation of the contract. The Contract states, "The Employer will not allow employees to work prior to their start time without appropriate compensation." In other words, they can't let you work unless they pay you. So, don't do any work before your start time! If you see that you have insufficient time to set up for your job, ask permission from your supervisor to begin early. A sensible supervisor will put you on the clock immediately. Be sure to keep track of the extra time on your personal time card, as well as theirs.

Other examples of off-the-clock work are supervisors discussing your work from the day before or about the upcoming shift, or beginning the PCM before your scheduled start time. There are also times when a supervisor may ask you to deliver a parcel on your way home after you've punched out. Don't do it! Should any of these or other similar situations occur, simply remind your supervisor you're not on the clock, that if you were, you'd be available to listen or do the work they ask. For example, say that you start five minutes early (not on the clock) to set up; maybe 19 others also begin a little early. Multiply that amount times one week and you all have just **donated 500 minutes** (8.33 hrs.) of time to the Company. That's 433 hours per year. Don't do it!

One more thing — if you're hurt while working off the clock, UPS is not obligated to pay Workers' Compensation.

Filing accident reports, discussing payroll problems and all training sessions are also time paid for.

DISCIPLINARY ACTION

DISCIPLINARY ACTION — There may come a time when your supervisor pulls you away from your work area to talk to you. If you feel they may be pulling you away to discipline you for something, ask the supervisor what this is going to be about and if they plan to discipline you. If so, ask for your shop steward to be present. *See section on Right to Representation, Page 8.

If there is cause for disciplinary action, there are steps that management has to take in order to discipline you.

"Mr. Slade, the union grievance committee wants to see you."

1. Your supervisor has to give you a verbal warning. That is, they have to tell you what you did wrong and that the next time that situation happens again will lead to a written warning.
2. The supervisor issues you a written warning. This is a letter stating what you did wrong, and that the next time **may result in a suspension.**
3. **Suspension.** In order for an employee to be suspended, they will have had to have received a letter stating management's intent to suspend them. Afterwards, the employee must have a hearing with management and the Union's business agent.
4. **Termination. Let's hope it doesn't get this far.** You will remain on the job until your suspension or termination letter is resolved. Keep working until your case is resolved.

Contract language says...

a. In discharge or suspension cases, the Company shall not proceed with any interrogation unless the employee being interrogated is provided with Union representation from her/his Local Union unless specifically waived by the employee, in writing, with a copy to the Union.
b. In all cases, except on-the-job occurrences of theft, intoxication, use, sale, or possession of illegal narcotics, and gross insubordination, an employee to be discharged shall be allowed to remain on the job, without loss of pay, unless and until the discharge is sustained under the grievance procedure. In suspension cases, the employee shall be allowed to remain on the job, without loss of pay, unless and until the suspension is sustained under the grievance procedure.

Special Note On Theft — We see many opened parcels during each shift. Be very careful about your handling of these. You may be accused of theft (a federal offense) if you are seen doing **anything** to this package. This includes items that may have fallen out onto the conveyor belt **or** floor area. So...be safe — don't tamper with any open packages or loose items. Ask your supervisor what proper handling procedures are and notify your supervisor whenever one of these instances occur.

OVER-70 LB. PACKAGES

OVER-70 LB. PACKAGES — All over-70 lb. packages are to be handled as "irregs" and not carried on the belts or slides.

They must be labeled with weight stickers and the weight written on each sticker. On large packages, "OVER 70 LBS" tape should be wrapped around the packages.

Bargaining-unit help must be supplied whenever handling these heavy packages.

Points to remember:

1. If it's on the belt or loaded improperly in a trailer (not on the floor), it's not being handled properly.
2. Back injuries are increasing, so **don't handle alone!**
3. If it's not marked with the weight on the sticker **get a supervisor to correct - don't let it flow through the system unmarked.**

ON-THE-JOB INJURIES

ON-THE-JOB INJURIES, RIGHTS AND PROCEDURES
First and most important, fill out the form provided by Local 315 that gives you, before **any** work related injury or illness, the **"right"** to be treated by your **own** personal physician. By doing this **you** control appointment times and other medical issues that may arise out of your on-the-job injury or illness. This way you will avoid dealing with the doctor or clinic, who has a unique "business relationship" with the company. These forms are available from your steward or Local Union office.

"I guess what I heard about this company's safety record must be true."

Second, when you've been injured or you **think** you've been injured at work, inform your supervisor immediately. It is not up to your supervisor to decide whether or not you've been injured. It's not their job to give medical advice. Any on-the-job injury/illness must be followed by an injury report. If the injury-illness is serious and medical attention is needed immediately, the injury report can always be filled out at a later date. If your supervisor disagrees with you and refuses to fill out an injury report, inform your shop steward or business agent at your earliest opportunity. If you feel you are unable to finish your shift because of the injury, he cannot make you continue to work if **you** say you are unable to perform your job duties because of the injury/illness. If this unlikely scenario happens, go to your own doctor for possible medical treatment as soon as possible. Having your doctor confirm that you were injured at work gives you credibility when you seek OJI compensation from UPS's insurance carrier.

When you reach the hospital, don't be intimidated. If a supervisor is with you, you have the right to a private examination without management in the examining room. Management may tell you to bring in a "doctor's work excuse" whenever you're not going to report to work because of an OJI/illness. These excuses don't have to be brought in until you are released to return to work. If they insist on having them, mail a copy to them. The last place you need to be while recovering from an injury/illness is at UPS telling them you can't work. Stay home, take care of yourself, follow your doctor's advice and keep the company informed **by phone** of your continued disability.

If after you've been treated, and the injury/illness is serious

enough, you need not go back to the building to inform your supervisor of your condition. You can call him from home or have a friend or relative call. Again, all necessary paper work can be mailed or brought in at a later time. Indeed, if UPS follows "book procedures" the company representative with you at the hospital will inform management of your medical status upon their return to the building. NOTE: While enroute, and the entire time at the hospital, you are being paid. If you do return to the building, you are still on the clock until you finally leave to go home. Check your pay hours (as usual) on your next check to ensure this was done. Also, be sure to check on your sick-leave account and ask for sick-leave pay during your days off work due to illness or injury.

Now, what if you **haven't** been injured on the job but, for whatever reasons, you are unable to safely continue to perform your job duties? Safety, pertaining to this section, is defined as working without causing harm to yourself. Again, inform your supervisor that you are unable to continue working due to your illness. Once again, he/she cannot force you to keep working if you insist you are unable to safely perform your work duties. The reasons can be numerous — stomach-ache, tooth-ache, cold, flu, twisted ankle, sore thumb, PMS, etc. Any illness or injury causing you pain or severe discomfort is a valid reason for you to be allowed to go home.

Now, another tactic supervisors frequently used is to ask you to "hang in there" and finish off the shift, or even offer to have you work at an "easier" position (auditor, address corrections, sweeper, etc.). This is an attempt to keep you working in spite of the injury/illness to avoid having you leave them with one less worker in the middle of an operation.

We all went through job orientation where it was stressed how **important** we are as employees to the company. That must include concern about our health and safety too. Do not allow any form of harassment or guilt prevent you from taking care of yourself.

If you receive a "light duty" slip from a physician, be aware that if you feel you are unable to do any form of work, "light" or not, you cannot be forced/pressured to return to work. Many part-timers have returned to work for "light-duty" only to end up loading a 40-footer or straining back muscles while trying to pick off packages from an overloaded belt. If you have any questions concerning light duty, talk to your shop steward or call your business agent.

Finally, there are many workplace situations that may cause accidents to happen at work that can be avoided. Whenever you find yourself in one of these situations or you spot an accident "waiting" to happen, bring it to the attention of your supervisor. UPS management is always expressing concern about "safety first tips." When speaking with your supervisor concerning a safety issue, get a time deadline on when they'll be able to give you an answer concerning a safety problem, and by all means, bring the issue to the attention of your shop steward to keep them informed of the situation.

SURVIVAL POINTS

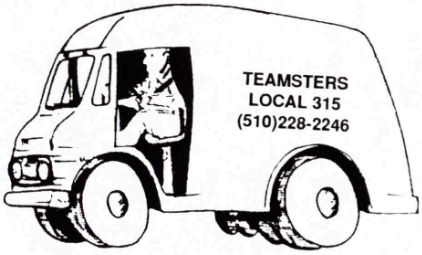
SURVIVAL POINTS.

1. Fill out a "personal physicial" form as soon as possible after going to work. They come with a copy; punch both in a time clock, give one to your supervisor and keep one for yourself.
2. Whenever you exercise an on-the-job injury or illness, ask to fill out an injury report immediately.
3. Be truthful with the physician if you feel you are unable to return to work.
4. If, during the shift, it becomes obvious that, for whatever reasons, you are unable to perform your job duties, inform your supervisor. If his/her response is unsatisfactory to you, inform your shop steward at the earliest convenient time.
5. Bring to management's attention (or shop steward) any hazardous/unsafe situations. Don't wait for it to become an injury/illness to you or others before doing something about it.

FINALLY

Many/most of us part-timers are only "passing through" UPS on our way to bigger and better things in life. But, hopefully, your attitude is not one of "just passing through life." The lessons, experiences and procedures learned at UPS will benefit you **wherever** you go in life. Getting a "jump-start" on dealing with management, corporations, etc., gives you all the more edge on the "hi-tech" competition awaiting you in the business world of tomorrow.

PACKAGE DRIVERS SURVIVAL GUIDE



COMPILED BY
TEAMSTER STEWARDS AND MEMBERS
WORKING AT UNITED PARCEL SERVICE
IN CONCORD, SAN RAMON AND
RICHMOND, CALIFORNIA

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ACKNOWLEDGEMENT

The information within this guide was compiled and the guide written by U. P. S. job stewards, full time drivers and part-time workers in the Concord, San Ramon and North Bay Hub buildings. This guide's purpose is to assist new U.P.S. drivers in learning how to do their job safely, in accordance with standing work agreements and with the least amount of job related stress.

This project to create a Drivers Survival Guide was accomplished after many hours of discussion and forethought by those involved with its creation. The emphasis of this guide is to provide the new driver with the most important information in the most effective and easy to apply manner.

Everyone contributing to the project deserves our thanks and gratitude for a job well done.

PURPOSE

The purpose of this Drivers Survival Guide is to share with you information reflecting the experience of many brother and sister drivers, which hopefully will help guide you on your daily work life during the beginning months as a driver.

The goal of labor and management is to train, educate and keep good drivers who are knowledgeable of company policy, use proper methods and have an understanding of the contract governing the relationship between labor and management.

Applying these three tools in your job situation will be most instrumental in insuring your safety, health and long term employment with U.P.S.

PLEASE READ THIS

We have done our best to give you useful and accurate information concerning your rights and benefits. But please be aware that labor agreements and management policy are constantly changing and are subject to differing interpretations. You have the responsibility to check all material you read here before relying on it. Of necessity, neither Teamsters Local 315 nor the authors make any guarantees concerning the information in this book or the use to which it is put.

A U.P.S. CAREER
YOUR TEAMSTER NEGOTIATED BENEFITS

All of the benefits listed below are negotiated benefits, obtained through contract bargaining between the Teamsters and UPS.

REPRESENTATION - As a member of a Teamsters bargaining unit you are entitled to representation from your Union. A business agent is assigned to UPS to handle grievances, disciplinary hearings and all related labor issues. Your business agent will also aid you in obtaining information on health and welfare, workers compensation, state disability, unemployment benefits and other benefit programs.

JOB STEWARDS - Two job stewards are assigned to each driver center. They are experienced drivers who have completed union counselor and job steward training classes sponsored by the Teamsters Union. They attend monthly union meetings held for UPS stewards. Your first link with the Union at the workplace should be the job steward in your center. In the event you are called into the office for any kind of discipline or warning from management, you are entitled, under the law, to representation by your job steward.

TAP - The Teamsters Assistance Program is administered and staffed by Teamsters Joint Council 7 to aid all members with drug and alcohol problems. Both in-patient and out-patient services as well as after-care programs are available. Contact your local union for information.

WAGES - Top rate for drivers at 24 months. Cost of living increases.

MEDICAL, DENTAL, VISION, ORTHO, DRUG AND WEEKLY DISABILITY COVERAGE - Full-time drivers must work at least 80 hours per month to be eligible for covrage. Coverage begins after three months of employment.

Contact the Union for eligibility and options available under the Plan.

No co-payment required from drivers, premium paid by employer, in excess of $450.00 per month for health benefits.

VACATIONS, PAID HOLIDAYS, BIRTHDAY AND DAY AFTER, FLOATING HOLIDAYS, PAID JURY DUTY AND FUNERAL LEAVE AND SICK LEAVE - Check your Union contract for the eligibility rules on the above benefits.

WESTERN CONFERENCE OF TEAMSTERS PENSION PLAN - Five-year vesting, contributions made by employer for hours worked. Pension includes a survivor benefit, disability benefits, death benefits and life-time pension benefits.

WESTERN CONFERENCE OF TEAMSTERS LEGAL SERVICE PLAN - Provides lawyers' fee for legal matters for drivers.

TEAMSTERS PACIFIC COAST BENEFIT PLAN - A savings plan funded by employer contributions based on hours worked by drivers, available upon termination from UPS. In addition to the above Union negotiated benefits, UPS offers to all drivers a 401 K Plan and a Thrift Plan with excellent interest rates.

CAREER OPPORTUNITIES - Advancement into management is available to those drivers expressing interest in a management career at UPS.

STABILITY - UPS is a privately-held company owned by management with profits in 1989 of $634,000,000. It is a secure, growing company with innovative business techniques and an excellent public image. The average UPS driver is intelligent, motivated, physically fit and takes pride in his or her appearance and job performance.

TWO DRIVERS - WHICH ARE YOU?

The following overview of two styles of doing your driving job at UPS may seem slightly exaggerated to you; one driver is following the methods and the contract to the letter every day and the other is breaking every company rule and violating the contract daily.

You may fit somewhere in between these two extremes. We hope you continue to learn to do your job in the way that will lead to a safe and long career at UPS.

SAM SENSIBLE, Career UPS Driver

Sam takes a long view. He plans to work at UPS for many years, taking advantage of all the contract benefits due him and investing in all savings plans offered by the company.

When he's not on vacation, (he takes all his vacation days off) or on a floater, birthday and other holiday, he's at work. But, of course if he's sick, he stays home and takes care of his body, returning to work only when he's well enough to work.

Sam arrives at work with plenty of time to change and have coffee with other drivers, visiting until time to go to work.

After the PCM he pre-trips his truck and makes sure he has adequate supplies for his day. Carefully leaving the building, he's off delivering. He's due two breaks and a lunch and he takes both, taking time to relax and read the paper during lunch or talking to whomever he's having lunch with that day.

Sam follows all UPS methods to the letter, and keeps notes in a notebook daily on reasons for lost time delays on route, excesses in load numbers and conversations during the day he may have with management on the phone. Documenting

unusual happenings each day will aid Sam should management confront him about his time on route.

He knows his stops per hour are affected by weather, C.O.D.'s, bulks, bad loads, load quality, customers, traffic, elevators and a thousand other unexpected daily mishaps. By keeping a daily record of these and other unmanageable situations, (such as hanging on the phone, waiting for management when you call in and listening to the busy signal on your sixth call of the day) the driver will be able to prove how his or her day was spent on the road.

After returning to the building, Sam does his paper work, taking time to have a supervisor sign his C.O.D. turn-in sheet and his C.O.D. envelope and witnesses his C.O.D. drop before punching out.

As injuries are common at UPS, Sam takes good care of his body, keeping fit by exercising and watching his diet. If he has an injury or suffers serious discomfort while working, he reports it immediately, requesting an injury report to be filed by management.

Sam knows who his Teamster shop steward is if he need representation on the job. He has a copy of the contract and knows how to contact his Teamster business agent when necessary.

DAY IN THE LIFE OF JOHN JACKRABBIT, UPS DRIVER

John gets to work early, 8:00 a.m., changes in the locker room and goes straight to the belt to check out his truck. Finding his pre-loader still working, he pitches in, loading and straightening out all the mistakes. With time left, he pre-sheets as much as possible. The manager calls him over to discuss some changes to his route.

It's now 8:30 a.m. and time to go! He jumps on the truck, takes off as quickly as possible and is on the way to the first stop, jumping down from the truck and running. Ankle bothering John lately, no time to go to the doctor.

Most of the day he has no seat belt on, bulk head door open, leaves the truck running. He throws the boxes to the sidewalk, failing to use the handcart when needed.

Lunch is on the run and he eats while driving on many days. Sliding throught stop signs as he gobbles down the lunch on the way to the next stop.

Back to the building - punch out and finish paper work - throw C.O.D. envelope in safe - change and get out of the building. What's going to be John's future at UPS? Since he's short-changing himself and his co-workers in so many ways, there are numerous possibilities.

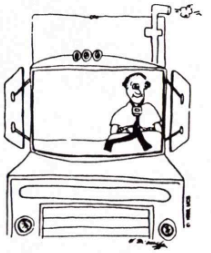
1. As he gives away 15-30 minutes every day at the beginning of the shift, management will never have the true picture of his load quality and his loader may never learn to load his truck

properly. He has also allowed management to discuss work issues with him off the clock, in violation of the contract.

2. As he does no pre-check in his hurry to leave the building, he may be going out with unsafe equipment causing problems and risking injury to himself or others and possible disciplinary action later on.

3. As John is young, he pushes his ability to hurry to the limit, keeping his muscles tense. The first jump from the truck is one of hundreds to be felt by an already sore ankle today. Later knee and back problems are a likely occurrence as other muscles compensate for other injured parts, eventually breaking down, causing more serious injuries.

4. As John eats on the run, he neither relaxes or enjoys his break for lunch. By not taking morning or afternoon breaks he allows himself no rest for his mind or body. The cumulative stress from this daily routine will show up in various ways later.



Charlie was in technical compliance of the seat belt law.

5. As John is in a hurry to get out of the building, he is willing to rely on the honesty of everyone who will come in contact with the hundreds and thousands of dollars he so casually dropped in the safe. The few minutes it would take to have a supervisor verify his turn-ins is apparently not worth the cost of repaying a lost or short C.O.D. envelope.

John Jackrabbit is heading for one or more of the following:

- Increased work load by management due to his wonderfully fast pace.
- Physical ailments resulting from muscle strain such as torn ligaments, pulled muscles, disc and vertabrae problems, stomach upsets.
- Irritability, inability to relax, anxiety and overall inability to enjoy time off due to anxiety regarding his keeping up such a fast pace.
- Increased risk of accident due to hurrying and short cutting safety checks and methods while operating equipment.
- C.O.D. shortage and subsequent repayment by John due to no verification by management of turn-in.

GUILT AND PRODUCTION

Guilt. A common tactic poorly-trained managers use to "motivate" you as a driver in your daily work is guilt. Good UPS managers do not use this tactic, they lead their employees. Should you experience a supervisor or manager who does use guilt as a management tool, be aware of the following issues:

You were hired for a number of reasons, some of them have to do with your desire to do a good job, your desire to please, and your self-esteem being closely tied to your job performance as perceived by your boss.

Hearing the statement: "You are the least best driver in this center" will be a shock to many new drivers. Keep in mind, everyday in every UPS building across the world, someone has to be "least best". No matter how good you are, you will be "least best" again during your work life at UPS. Your response can be, "I'm doing the best I can. You are free to ride with me if you think you can show me how to do the job better".

Calling in sick and being made to feel ashamed or guilty for being too sick to work is not uncommon for UPSers. Many viruses and injuries last much longer and reoccur later because workers hurry back before they are well.

Being told to be back in by 6:30 curfew and not to bring anything back with you makes an impossible situation, creating frustration, guilt and anger. When you call in, the manager has to call the shots. You either stay out and deliver or bring

back packages in order to make the curfew. Worrying about completing an impossible task only adds stress to your day.

Receiving phone calls while on vacation asking if you can come to work leads to guilt about taking off. You deserve hassle-free time off. Let your manager know you are not available to work during vacation days. When asked by management to "just do me a favor", think about your ability to get management to do you a favor on a daily basis.

The above examples are common cases of management using guilt to spur you on to produce more than a "fair days work" as called for in your contract. Remember that the faster you run today, the faster you will be expected to run tomorrow.

Production. Your Teamster UPS Labor Agreement is 164 pages in length. Nowhere in this contract, which governs your working conditions and benefits, are the words,"production, "WOR", "scratch", "planned day" or "stops per hour". Production standards are a management tool used to measure your work day and set, what many times , are unrealistic standards for your work day. Don't get hooked into the numbers game, the numbers are not part of the labor agreement.

Article 37 - The Management-Employee Relations clause of the contract spells out your obligations to UPS.

The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the Company's interest. It is understood that the Employer shall not overly supervise or unfairly coerce employees in the performance of their duties.

New Language Added: *"If a supervisor assists driver during an O.J.S., that day will not be used in determining a fair day's work."*

"When I came in this morning, the boss told me to have a good day, so I'm going home."

SIDE DEALS - Whenever you agree to violate the contract you have made an agreement with your supervisor apart from the labor agreement. In addition to violating the contract, you are in violation of the Teamster Constitution and By-Laws and subject to citation by your brother and sister union members before your local union Executive Board.

Article 17 of the Nor-Cal; Package Rider prohibits your employer from entering into any agreement or contract with employees individually or collectively which in any way conflicts with the terms and provisions of this Agreement. New drivers often feel pressured to agree to working conditions in direct violation of contract language such as, working less than an eight-hour day, doing paperwork off the clock, pre-sheeting and working before start times and not taking lunch or break times to make the "WOR" look good to their supervisors.

The benefits outlined in your contract came about through years of grievance decisions, arbitrations and negotiations with your employer. The proper time to change the contract is during negotiations every three years, after the agreement expires.

Agreeing to anything less than what you are guaranteed under your contract is wrong - **it hurts you and your co-workers - don't do it!**

WORKING OFF THE CLOCK

Lunches. We all have an obligation to perform our jobs as expeditiously and efficiently as is humanly possible: a fair day's work for a fair day's pay. A reasonable amount of common sense will tell us what expectations are fair and which are unfair. It is your obligation as a driver to learn your contractual rights so you can perform your job safely and properly, while making quality work a priority, too.

There are things on this job that you don't have to do and should not do. The first that comes to mind is giving up your lunch. Many of us do, out of fear and intimidation. Why? Management takes one hour's pay from your daily gross on the job, so **take a full hour's** lunch. Below is an estimate of how much money you are losing from your pay check by not taking a full lunch break. Can you and your family afford it?

Cost of skipping lunch

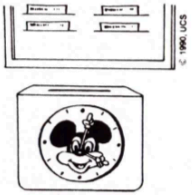
	a day	a week	a year
5 min	$ 1.45	$ 7.25	$ 377.00
15 min	$ 4.36	$ 21.80	$ 1133.60
30 min	$ 8.72	$ 43.60	$ 2267.20
45 min	$ 13.08	$ 65.48	$ 4304.96
60 min	$ 17.45	$ 87.25	$ 4537.00

The above calculated at $17.45 per hour.

Start time. Working off the clock violates the contract. You do not work off-the-clock. New language on "Paid For Time" in Article 17 of the master agreement states: *"The Employer will not allow employees to work prior to their time without appropriate compensation"*. Don't do it. If you are working prior to your start time, you are:

1. Giving up needed sleep or family time.
2. Violating contract seniority rights.
3. Doing your preloader's job.

You should also know that if you are hurt while working off the-clock your employer may not be obligated to pay you under workers compensation, and there is a big difference between workers comp and disability pay. State disability pay is much lower.



Paperwork. You do not have to do any of your paperwork off-the-clock. Article 17, of the National Agreement states: *"All employees covered by the Agreement shall be paid for all time spent in service of the employer."*

So, if you've been told or instructed to fill out required paperwork before your start or after you've punched out, this information was incorrect and in violation of the contract. Do it **only** when you are on company time.

UPS management has always professed that safety comes first, and they are right! If you choose to run or jog to and from your deliveries you are an on-the-job injury waiting to happen. Think about who will be the loser. If you allow the pressures to run" scratch" to cause you to handle your vehicle irresponsibly and a mishap occurs, you will be responsible and you and anyone else involved in an accident will suffer. Can you afford to live on workers compensation?

Think about these things, get educated, keep your head on straight and keep your priorities in order. You and your co-workers will be better for it.

C.O.D. PROCEDURES

Common problems with C.O.D. collections arise from trying to hurry and short-cut the procedures set down by UPS.

Never leave packages and come back for money. Many businesses are constantly changing help. New faces will not pay for packages left days before.

Unethical customers have been known to alter tags left for signature. Never leave tags for signature "Cash Only" can easily be changed to "Check Okay" with the right tools. (The most recent $1700 C.O.D. charge paid by a driver was a result of this scam). When turning in C.O.D.'s at night, have your envelope and control log signed by management and make sure management witnesses your cash drop into the safe. If they refuse to do so, get a witness to your C.O.D. drop and file a grievance.

If anything a supervisor tells you to do is in violation of contractual language or UPS methods and policy, ask the

supervisor to verify these instructions in writing. For example, if a supervisor during a ride tells you to leave C.O.D. tags and come back later, be sure he is willing to give you written instructions for you to keep for your records in the event of action taken later by management.

DELIVERY AND CUSTOMER PROBLEMS?

When you can't resolve a delivery problem quickly, tell the customer to call U.P.S. Give them your supervisor's phone number. Put the responsibility on management to resolve the problem.

Let your customers know they should not help you or hurry to accept delivery when a supervisor is with you.

YOUR SAFETY

ON-THE-JOB INJURIES

To avoid problems before any injury, ask for and fill out the form provided by your union, designating **your** doctor as the physician to treat you from the date of any injury. Give management a copy and keep one for your records. Punch both copies in the time clock as a record.

Call in at the time of the injury or illness if you are out on route. Your supervisor is not a doctor and cannot tell you over the phone that you are well enough to continue your day. Do not stay out of the truck and try to finish your day if you need medical attention. The Company has an obligation to come and get you and obtain medical treatment for you **immediately.** Get a copy of any injury/accident report you sign.

ACCIDENTS - If you are involved in an accident resulting in damage to your truck and/or another vehicle, get statements from witnesses, if possible, at the scene and phone numbers. The company has recently attempted to use a taped transcript regarding an accident case at a disciplinary hearing. Get a statement from the workers comp investigator affirming that your statement will not be given to UPS for their use in any disciplinary action against you, or do not give a statement without your business agent or shop steward in attendance. Obtain a copy of the police report, if taken.

It is extremely important that you take control of your medical treatment for on job injuries while employed at UPS. By choosing your own doctor as outlined above, you will be in charge of appointment changes and other issues related to

treatment. UPS has in the past, arranged appointments without drivers consent. All on-the-job injury treatments are time paid for by the company after you return to work. Do not let management change or reschedule your appointments.
A business relationship exists between management and the doctors and clinics selected by management for use by employees. By using your own physician you are dealing with a truly independent health care provider with no ties or interest in UPS.

DOG BITES - If you, like many other drivers, come in contact with a dog who manages to bite you, call your doctor immediately, then the local Animal Control and last, your employer. As many dogs are unlicensed, Animal Control will quarantine those pets not having rabies shots until it can be proven you are in no danger of being infected.

"I want to talk to you about that saying of yours, 'A barking dog never bites'!"

Doctors and Dentists Appointments

Appointments. Contract language says: *"Employees who have doctor or dentist appointments will notify the Employer of such appointments no later than the day before and shall be granted such time off for such appointment. Employer may require employee to take the entire day off if the employee's absence would create a service failure."*

Medical Treatment. Any employee who is injured on the job and is required to report back to the doctor for further treatment shall be allowed time off work for such treatment without loss of pay.

STRESS ON THE JOB

As the pace of work increases in all work places, many UPS drivers have expressed their concerns about the effects of stress on their lives and the added stress on their family relationships.

A one-day stress seminar for UPS drivers was sponsored by Local 315 in 1991 for drivers in Contra Costa County. Many of the participants had filled out a survey on stress written by Kevin Lee, U.C. student interning for a semester with Teamsters Local Union 315, and expressed interest in learning how to deal with this health issue.

In response to their concerns, the results of the survey have been made available to all interested members and in-service training has been provided to all interested psychiatrists and

psychologists in the area who may have UPS drivers come to them with stress-related symptoms.

Many mental health professionals have had UPS drivers as patients and have received extensive material regarding the issue of stress on the job at UPS.

There is professional help available from a segment of the mental health community already aware of what your job entails on a day-to-day basis. A current up-dated listing of health care professionals who are now treating or have treated UPS drivers is available from your business agent. The list will be updated as more interested professionals take on UPSers as patients. Be sure to check your health and welfare eligibility before using any listed benefits, as Kaiser patients are covered solely by Kaiser doctors and check with the Teamsters Assistance Program.

Many stress cases are not related to employment situations, but if you feel you have stress-related symptoms or illnesses directly related to your employment, contact your Teamster labor representative, **before** filing your claim.

If you suffer from headaches, tension, sleeplessness, upset stomach or other physical symptoms, you may be suffering from job-related stress. Seeking professional help will keep this problem from becoming unmanageable.

RIDE ALONGS
WHEN THE BOSS SPENDS THE DAY WITH YOU

This section of our guide takes you through a driver's workday with a list of things that are often overlooked when you have a supervisor on board and want to please him or her.

In the event that supervisoral coding on your time card adds an allotment to the standards for training and discussion of work habits, learn all you can, ask questions and be a good listener. Use of Diad boards and automated time card systems are not included in this section.

I. Documentation

A. Time Card
1. Fill out on company time.
2. Fill out all spaces with numbers or zero if applicable.
3. Use military time for all entries except minutes.
4. Break-time should be entered on time card on company time, not during meals.
5. Use down time while on the clock to do any recording of information on your time card (while waiting for a C.O.D. or at a stop light).

B. Misload Card
1. Should be very thorough and legible.
2. Fill out immediately as misloads occur.

II. Pre-trip

A. Secure both doors before leaving the building, seat belt on before leaving the building.
B. Shut off vehicle, secure before pre-trip.
C. Inspect every aspect: Lug nuts, door cable's, head latches, gas cap, fire extinguisher, hazardous materials slips, registration pouch. Important to check brakes and steering also.
D. Adjust mirrors, if unclean, clean them and record on car condition report.
E. Check flashers during pre-trip.

III. Travel Path to Area

A. Follow prescribed travel path only.
B. You may go as fast as one mile per hour less than speed limit.
C. Be fuel-conscious, don't over rev or jack-rabbit.
D. Never run a yellow light.
E. Use your knowledge of traffic light patterns to reach your destination in a safe and timely fashion.

IV. Breaks and Lunch

A. Always split breaks, don't lump them together.
B. Lunches can be taken anywhere on delivery area between the 3rd and 6th hours. Use your best judgement.
C. Don't do paperwork on free time.

V. **Delivery Techniques**

A. Basics - 340 methods

1. Seat belt routine.
2. Lock and key routine (key ready).
3. Use handles when entering or exiting vehicle, never jump. If unable to use handle, put package down.
4. Never exit on the side of potential traffic flow.
5. Use handrails on stairways, one step at a time.
6. Limit size of carry, never strain or obstruct your vision.
7. "One look method", glance at package, record on sheet.
8. Call out "UPS" at non driver release areas.
9. If you sheet and walk, do so carefully to the car, not from the car.
10. Record next stop.

B. Business Deliveries

1. Signature clarification for every signature, get consignee to clarify when possible.
2. Always get signatures first.
3. Customers should be double-checking package count and labels to ensure correct delivery.
4. Verify inconsistent addresses with consignee.
5. Customer should be reminded not to be intimidated and rush to your assistance when you have a rider.

C. Driver Release

1. Use sidewalks, safe travel path.
2. Walk pace should be noticeably slower when sheeting to the car.
3. Out of sight, out of weather should be just that, no exceptions.

4. Try to get to rear of house or garage whenever possible.
5. Always leave notes if you think package has been left outside consigned travel paths.

D. C. O. D.

1. Ask consignee for knife to remove taped-on tags.
2. Always count cash collected, at least twice.
3. Checks include amount, date, shippers name and consignees signature before initialing bag and bottom right corner of check.
4. Fill out C.O.D. receipt on box completely.
5. Enter at this time on C.O.D. turn-in slip.

E. Cart Work

1. Use cart for every multiple package stop.
2. Use cart for every heavy package stop.
3. Use cart when long distance is to be traveled.
4. Never overload cart, be aware of weight on cart.
5. Single stack packages, never pyramid load. If supervisor tells you to stack more, let them know it's too heavy, unsafe and you may cause an injury in lifting too heavy a load.

F. Delivery notices

1. Don't leave packages on signed note in apartment building.
2. Notes should be used even when consignee or alternate have told you not to bother.
3. Fill out notes completely; date, shipper's name, receiving counter hours, UPS phone.
4. When collecting signed note, fill out line number and shipper number on back of note.

VI. **Personal Time**

A. Take advantage of natures calling.
B. Utilize water fountain whenever necessary.
C. Always wash and dry hands thoroughly after bathrooms; comb hair; straighten uniform.
D. Purchase whatever you need to get through the day, e.g., asprin, Tums, etc.

VII. **Pickup Log**

A. Establish verbal contact with shippers when nothing is being sent out.
B. Sign all pickup sheets legibly.
C. Enter all times in military time, filling out all spaces with zeros where applicable.
D. Do not solicit help at any time.
E. Note mistakes and double labels with shippers.
F. Load truck neatly, getting as many packages securely on shelf as possible.
G. Never throw parcels hard to surface.
H. Make as many stops from one park point as possible.
I. Keep pickup log up-to-date.

VIII. **Check In**

A. Clean out inside of vehicle of days remaining trash.
B. Cart RTS, N.D.A., Q.C. into check-in area.
C. Audit your N.D.A. packages and pick-up records effectively.
D. Fill out improper shipping procedures when necessary and discuss with superior.

E. Discuss any tracers with supervisor.
F. Take advantage of personal injury reports if needed.
G. Discuss any work-related matters with supervisor on duty, relating abnormal experiences during your day.
H. Call supervisor on duty to count cash turn-in, initial envelope, turn-in log and witness drop of C.O.D.
I. Fill out all turn-in paperwork.
J. Get supplies for folder for next day.
K. Use restroom during check-in if necessary.

IX. **Black Book - Your Personal Record Keeping**

A. Use duplicate time cards if not outlawed by management.
B. Record conditions of delivery days, weather, traffic conditions, etc.
C. Record contents of PCM meeting.
D. Record any irregularities that occur during your day that would affect your performance.
E. Record any conversations you've had with management.

CONCLUSION

Above all, be calm. Don't be nervous. Nervous energy causes your pace to be quicker than the pace one can live with day in and day out.

Act relaxed in front of customers, greet them as you normally would if your supervisor were not with you. Do your job as if you were alone, refusing help with doors or handcart, following your normal route.

Document new instructions you received during the day from your supervisor, discuss your day with the supervisor before punching out, not while on car or on personal time. Record changes you were instructed to make and any way your supervisor influenced your day to go quicker.

"I'll be glad to do it your way -- do you mean the way you told me yesterday, or the way you told me today?"

WORKING WITH YOUR LOADER

Veteran drivers can tell you that nothing impacts your workday more than the quality of your load. This means that your loader can make or break your day, your week or for that matter your future as a package car driver. Good day supervisors know this and will often touch base with the loaders before they talk to the preload supervisors.

The question for you as a driver is, what can you do to get a decent load. Just filling out a misload card may seem futile when you have to spend a good portion of your day reloading your car. Venting your frustration directly on your loader is only likely to create hard feelings, which isn't going to improve the loads.

The first thing to remember is that your loader is a fellow union member who performs a difficult task at an hour when most people wouldn't drag themselves out of bed. While older "red-lined" workers make an hourly wage comparable to that of a driver, more recently hired loaders earn so much less that they are forced to work two jobs, just to make ends meet.

If you are having a problem with load quality it may be best to communicate directly with the loader. Tell your supervisor that you want to speak to your loader and then try to arrive early enough to see how the job is actually being done. If you can approach your loader as an equal partner and make useful suggestions on how to tighten-up the load, or point out where he or she might be missing suite numbers, you will be helping him or her avoid hassles on his or her job. The real point here,

is to establish an open line of communication so that the loader will realize that you need his or her help to do your job. If you are unable to meet your loader, or if you get no response when you do, you might want to talk to the preload steward. The steward may be better able to talk to the loader or may be aware of problems on the shift which are affecting his or her job, such as, loaders trained by unskilled supervisors, working under unreasonable time allowances.

The things you want to avoid are those acts which will create mistrust. Do not allow yourself to be used as surrogate supervisor. Part time employees work in an environment that is equally stressful as that of drivers, but which is concentrated into a three or four hour time period. Open hostility from a driver is hardly likely to gain their sympathy for your problems.

Do not become an active witness working to discharge a fellow hourly worker. This is not fair to the loader and is likely to get you in trouble with the union. Remember that while drivers can blame a bad day or missed packages on their loader, the reverse is not really possible.

When you must fill out misload cards, be aware that they may be used as evidence to discipline a co-worker. Extremely sarcastic or even obscene messages made on the misload cards are just as likely to embarrass the driver as the loader.

Be sure to suggest to management any realignment of the load guide when needed. For example, new office or apartment buildings, road condition or closures and any other physical changes to the area.

ACTION AND REACTION
AN EVERYDAY WORK SITUATION

The contract agreement which governs your day-to-day work situation was negotiated by Teamsters and UPS and voted on by you. It is the "Bible" which contains all the "do's and don't" which apply both to you and UPS. It is an agreement with which you should become familiar and knowledgeable of its content.

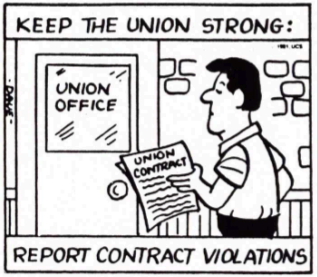
As you are aware, your contract covers everything from what is expected from you in the performance of your job as well as what you expect from UPS. There are some very important contract elements which deal with how your workday will be conducted. If both you and your employer are conducting your respective work day according to the contract, there, (theoretically), should be no problem arising from your or UPS's work conduct.

As you may have already experienced in your daily work routine, very few days, if any, **are** routine. This being the case in almost any work place, it follows that the conditions and rules of your contract will be tested. It is during these situations that it is to your benefit that you be aware of your rights, what your options can be and how you should react to abnormal situations.

Any disagreement between you and UPS will require you to know what your options are to resolve these disagreements. This is where the "Action and Reaction" situation will become important.

In an "Action -Reaction" situation, a person generally acts on a condition or situation. This "Action" can be in the form of a directive, command or implementing a regulation. The "Reaction" is usually in the form of responding to the "Action".

For example, your supervisor directs you to stay on your route until you have completed delivering all the packages, even though you have already worked an eight hour workday. She or he has taken "Action" on a work situation by directing you to do a specific work function. Your contract covers these type of work situations under excessive overtime provisions. Your option is not only to do as your supervisor has directed, your option extends to a "follow-up" on your 'Reaction" to the specific directive. Be aware that this is a right and that you **do** have options under the terms of your contract.



No one should be made to feel that they have to compromise on any of their rights as provided for under the contract. For example, even something as seemingly small as working through your morning or afternoon break or through your lunch period is a compromise of your rights under your contract agreement. You may not feel it is very important or that it will have an adverse effect on you, after all what is 15 or 30 minutes. Right? - **Wrong!**

As a wage earner you are working by the hour. Let's say you skip lunch three days a week and work straight through and your total workday happens to be 10 hours. You are only paid for 9 hours. Because UPS is following your contract agreement which states you will be allowed a lunch break, not paid, you have actually given an hour of your time to UPS without pay. If you do this three times a week, that's 3 hours per week. Now let's say that in a years time (52 weeks), you have given UPS 156 hours of your work. This means you have given away $2,722.20 (calculated at $17.45 per hour). That's the equivalent to a fairly decent vacation for you and your family or your significant other. Still want to work through your lunch hour or breaks?

It is true that you may feel pressured by the "Action" directive of your supervisor and you decide it's better to "give up" your lunch hour or breaks in order to relieve the pressure. What you are doing is a "Reaction" in a way that is costing you, not only $$$$, it is also costing you in terms of your physical and mental well being. You are also acting against your contract. If you feel pressured to do as your supervisor has directed, you are building stress. Stress is a forced "Action" on your whole being. If you're a person who has driven for a number of years,

you are probably aware what pressure and stress can do to your physical and emotional well-being. If you are a new driver and a younger person with few years of driving, you may not be fully aware of what pressure and stress can do. Ask one of your fellow older drivers.

Pressure and stress builds up just like pressure in a pot with a tight lid. With time and more heat, the lid will fly off. It is inevitable. An individual is much like this pot. Emotionally and physically you may "blow up", "burn out", "go over the edge", or whatever you may want to call it, when enough stress and pressure builds up within you.

So how can you prevent this from happening to you? The answer is simple - it's in your contract and how you "React" to pressures and stress resulting from an "Action" by your employer.

Let's play a very simple game. It's called the "What if" game. Just follow these situations.

1. *What if you find yourself working through lunch and breaks?*
   Think how you are giving your employer $17.45 for every hour you work on your own time.
   Think of the pressure and stress that builds up.
   Think how you are compromising yourself, your family and the contract.

2. *What if your loads are constantly being increased because you are giving up more of your time to get done on time?*

   You are setting a precedent which compromises your contract , yourself, your family time and your brothers and sisters in the union.

3. *What if your supervisor directs you to stay out more and more each day?*
   You ensure you have conducted your work day according to your contract agreement.

   Exercise your right to respond to the directive if you feel you have been wrongfully treated by your supervisor. Use procedures within your contract agreement, i.e. grievance procedures.
   Keep in mind that failure to comply with a directive by your supervisor can result in grounds for dismissal.

4. *What if you feel threatened, intimidated, harassed, unfairly pressured by your supervisor?*
   Keep a record of all instances of such perceived "Action" by your supervisor. Include incident, time, date, specifics, witnesses, etc. Use this information to exercise your rights under your contract agreement procedures for submitting a grievance.

IMPORTANT - Remember - Just as the employer, through your supervisor, issues "Action" directives, you too, can initiate an "Action" document under your contract agreement. They too have options on a "Reaction" to your "Action" under the same contract agreement.

Which brings a point to mind here. If every driver who experiences a threat, harassment, and/or excessive pressure from their supervisor or feel they are being unfairly treated, submits a response to these situations. as called for in the contract agreement, management must initate a "Reaction" to that grievance.

Learn what your rights and options are in your contract agreement. You can see that, collectively, as drivers and members of the Teamsters Union, you too can make an impression on your supervisor's "Actions". Remember every grievance must be responded to by the company. What do you think the response of the company will be if a particular supervisor begins receiving an unusual number of grievances by the drivers he or she supervises. Administrative handling of processes such as grievances take time and are costly to the company. Enough said. So you do have options that can and will work for you. Learn how to apply these options.

Learn how to initiate a Reaction to an Action directive within the guidelines and regulations of your contract agreement.

Remember..... Your contract does not include a quota or production standard, so, you can't go wrong when you -

"Put in a fair day's work for a fair day's pay"

YOU AND YOUR SUPERVISOR
A COMPARATIVE ANALYSIS

You may wonder what this, *"YOU AND YOUR SUPERVISOR, A Comparative Analysis"*, is all about. Well, in order to understand why some situations arise which create strained relationships, it is important to understand this relationship. You may think, I already know what the relationship is. "He or she tells me what to do and I do it in order to keep my job."

He or she may supervise in a way that minimizes confrontations or he or she may constantly push, pressure and harass in order for you to do more and more.

Consider the facts.
(1) Drivers are wage earners. (2) You are paid a straight time and an overtime hourly wage. That's it. (3) Your rate of pay remains constant throughout your contract period. (4) You do not share in company profits in any manner. (5) Your benefits are a function of a negotiated contract between your employer and you (your union negotiating on your behalf). (6) These benefits are in effect as long a both parties honor the contract.

Your supervisor is employed by the company as a member of it's management staff and is usually paid a salary which is not necessarily dictated by the hours he or she works.

Supervisor's benefits are structured differently than yours, bonuses and stock options are available to them. Their working conditions are not governed by a negotiated agreement, they are set by the company. Their seniority does not have the same definition as your seniority does.

Whereas you, as a driver, are expected to put in a "fair day's work for a fair day's pay", this doesn't necessarily apply to your supervisor. He or she may be required to put in a longer day's work for the same day's pay.

The difference between your and your supervisor are company expectations which are assigned to each by the company.

At this point let's deal with a hypothesis and do a "What if" drill. Let's say there's a company which delivers new cars for a manufacturer from point A to many different points within a given area.

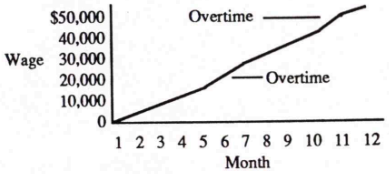
The work force wage earners are unionized. This company has different levels of management including field manager supervisors who supervise the drivers.

The contract calls for certain benefits which include all of the traditional benefits from health and vacation to work day breaks. The work agreement also includes a clause which stipulates that the drivers are expected to put in a full equitable day's work for a fair equitable day's pay at a given rate per hour.

The agreement also stipulates the rate for overtime and the need for working overtime when necessary as determined by the company.

Mind you, there is no stipulation how many cars are to be delivered in any eight hour work day. Drivers wages are, let's say, $15.00 per hour.

Overtime is paid at 1 1/2 times per hour.



Graph 1.

As you can see in Graph 1., it is a constant wage structure over a period of time. Remember, the driver is paid to do his or her job in a timely manner observing all safety regulations and observing good driving practices. The driver observes all benefits stipulated within the contract, such as breaks and lunch period. The number of cars delivered may and will depend on a number of variables which the driver will encounter throughout his or her work day. These variables may include traffic conditions, weather, dependability of the truck driven, etc. Sometimes the driver has to pick up a car from a customer and take it back to the distribution yard.

So, regardless of how many cars are delivered or returned, as long as the driver has observed all of the conditions set forth in his or her contract and has put in a full day's work, he or she is entitled to a full day's pay.

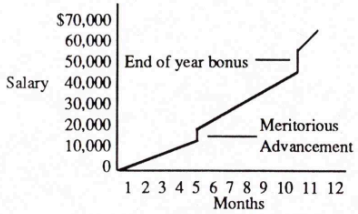
Additionally, and very importantly, if the driver has done his or her work day in a manner according to his or her contract work agreement, that person should not be subjected to any

form of coersion, pressure or harassment from any member of management. Should this happen, the driver has recourse, as specified in his or her contract, such as filing a grievance in the prescribed manner.

Now let's take a look at how the management supervisor of this same company conducts his or her work day.

As stated earlier, the supervisor is a salaried worker. This company has some prescribed policies for management which include salaries, benefits, bonuses and production expectations which vary the supervisors work hours, the amount of income the supervisor receives. The company can advance or terminate a supervisor as they see fit. Which by the way, they can't do to the drivers because of the contract. They have to follow contract procedures before a driver can be terminated.

In graph 2., the supervisors salary may increase at any time as a result of meritorious pay raises, bonuses and the ability to buy into company stock, giving him or her dividends on a bi-yearly or yearly basis.



Graph 2.

Typically, this car delivering company gives their management staff bonuses when the business increases (more profit for the company). As you can see from graph 2., supervisors salary has two substantial increases due to advancement, bonuses and stock dividends. All of these increases are a function of his or her initiative and increased production levels. So what's the incentive factor for the supervisor?

The more cars delivered by the supervisor's drivers, the better the production rate, the better the chances for advancement, the more the bonus, the more the yearly pay for the supervisor.

The opposite is true. If production drops within the supervisors area of responsibility, so does the company hammer. Since the purpose of the company is to show a profit, the overriding effort within the company is to increase production, thereby increasing profit. At this point, it is important to consider the following. Companies should insure that all efforts to increase production also include increased concern for those who are expected to increase the production - the drivers.

The effort to increase production is filtered down through all levels of management (see figure 1. below).

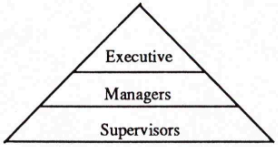


Fig. 1

This translates to the field supervisor implementing the increase in production policy. All this means is that the incentive to increase production is a part of every level of management and more so, for the driver's supervisor.

It's at this point that supervisors and drivers have to deal with the company directive to increase production. The supervisor will now have to find some way to increase production, i.e., more cars delivered in the same amount of time. A possible solution is to hire more drivers, an option the company doesn't care to choose. Why? Because it means an increase in costs, thereby decreasing profit. And you know what that means less bonus money at the end of the year. Another possible solution, is to have drivers work overtime, but this also increases production costs for the company. So the company tells the managers and the managers tell the supervisors to find some way to get the drivers to deliver more cars within the same day work period. So, it stands to reason that the supervisor will apply some of his or her personal supervising tactics to get the job done. Some supervisors may apply pressure, some may be diplomatic, some may coerce, some may intimidate, some may harass, etc.

As you can see, this situation will vary from supervisor to supervisor and will very likely produce negative confrontations with the drivers. Although the supervisor can't give the driver a "quota" for the day, the supervisor can resort to "tactics" to achieve the same thing. For example, the supervisor may increase the number of cars on the drivers car transporter and tell the driver he or she should be able to deliver them all within the given work day because other drivers are able to do so, thereby using guilt as a tactic.

The supervisor can also give the driver instruction to call during the day and give him or her a status of how the car deliveries are going.

Should the driver call and say that conditions prevented him or her from completing all the deliveries, the supervisor will instruct the driver to stay on the job until all the cars are delivered, even if it means working overtime.

In the final analysis, the supervisor will use all of his or her options with which to increase productivity because it's to his or her economic and advancement advantage.

Although this has been a hypothetical situation, does any of this sound familiar in your case?

The point to be made here is to try and present an example which can be applied to your situation showing the differences in motivation between drivers and supervisors in an every day work situation. Perhaps understanding and being aware of these differences in motivation will help you deal with the situation which may arise.

As you saw in the example , motivation is the factor which controls the Action initiated by management. Your Reaction will determine how you are able to deal and cope with the situation. Remember, you are guided by a contractual agreement with your employer. Honor that agreement and be aware of your rights, options and responsibilities.

YOUR RIGHT TO UNION REPRESENTATION

"The Boss just called me into the office....."

1. You are entitled to have a union shop steward present during any investigatory interview which you reasonably believe may result in your discipline.

2. You are entitled to consult with your shop steward before any such investigatory interview.

3. It is up to you, the employee, to insist upon union representation. If you fail to do so, you may waive your rights.

4. If your supervisor tells you that you might be disciplined, insist that you be allowed to consult with a union steward before the interview and insist that the union steward be present during the interview. If your request is refused, do not participate in the interview by responding to their questions, management cannot interview you without representation but they can administer discipline without questioning or interviewing you. When the union steward is present, you should participate in the interview.

NOTES